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MERMOD & JACCARD'S.

On BROADWAY, Locust.

That ever-progressing store, Barr's, is offering unusual bargains in all departments of the "odds-and-ends" of summer goods preparatory to their unpacking and placing on sale a great stock of new fall goods.

WOMAN LEADS FIGHT IN MINING CONGRESS.

Blocks All Efforts to Reorganize the Body Along More Strictly Commercial Lines.

Butte, Mont., Sept. 5 - Much excitement was injected into to-day's session of the International Mining Congress. An effort has been made by a numerous faction of the congress to reorganize it into a new body, having for its objects different lines of ef-fort than those along which the old con-

Eress has been working.
Among these new lines were the changing of its name and scope from an international to an American basis and the injection of more commercial and less congressional feature into the association

The special committee on organization spent part of last night in an effort to mollify and harmonize all factions and this morning filed a unanimous report, which Professor Holmes, in presenting, explained

In detail.

Mrs. Eila Knowles Haskell of Montana Mrs. Eila Knowles Haskell of Montana led the fight against the proposed reorganization tolan. While apparently slightly in the minority, her skill as a parliamentarian and dehater served to block all efforts at consideration of the committee's report and was productive of much bitterness upon both sides.

It is freely stated that a new organization may result, whatever the action of the congress on the report may be.

JUROR IN QUEER POSITION.

Evidence May Be Presented Charging Statutory Offense.

Mrs. Mary W. Calkins, president of the Golden Chain Humane Society, may ask the St. Locis County Grand Jury, which will convene in Clayton one week from

will convene in Clayton one week from Monday, to indict one of its members. Mrz. Calkins and several others in the county have recently determined to conduct a crusade against slot machines, which are to be found in at least half of the saloons in the county. The Missouri statutes make it a felony to operate the machines. Recently Mrs. Calkins applied for a warrant against a person in Maplewood who is alleged to have had a machine in his place of business. Prosecuting Attorney Heidorn advised her to lay the matter before the Grand Jury. Since then agents have been going over the county to get evidence to present before that body.

Mrs. Calkins determined to investigate before going before the Grand Jury. She went to the office of County Clerk Heimering and asked to be shown the list of Grand Jurors drawn for the September term of court. Among the first names she saw was that of a man who is said to have a machine in his place and against whom evidence was to have been secured. It is said she will now ask the Grand Jury to consider evidence which she intends to give against this member.

Whitney and Party Off for England. REPUBLIC SPECIAL

New York, Sept. 5.—William C. Whitney, his son, Harry P. Whitney, Herman Duryea and Mrs. Duryea, Mrs. Thomas Hastings and H. Y. Dolan sailed for England this morning on the White Star steamship Celtic, The party will go to Holwick Moor, in Yorkshire, which Mr. Whitney owns, for five weeks' grouse shooting.

Mr. W. C. Whitney before the ship sailed

"We sail merely for pleasure. The young men will shoot and I will watch them. Yes, we are very well satisfied with the present racing season. As to next year I, of course, can say nothing until we see what kind of horses we have. One can never tell ahead."

Arkansas Cattleman Shot.

REPUBLIC SPECIAL.
Fayetteville, Ark., Sept. 5.—Tom Draper, a cattleman, living a few miles from town had trouble with a man by the name of Parham over the settlement of an account The difficulty resulted in Draper being sho by Parham, who immediately left th by Parham, who immediately left the country. He is being pursued by Sheriff Rollins.

DEATHS.

GALVIN-On Friday, September 5, 1902, at 12:30 e'clock p. m., John Galvin, uged 69 years.
The funeral will take place Monday, the Eth Inst., at 2:30 o'clock a. m., from residence of his brother. Hugh Galvin, No. 2005 Eldge avenue, to St. Mark's Church, theore to Calvary Cemetery. Friends are invited to attend.

HICKEY-On Priday September 5, 1902, at it a. m. Patrick, beloved husband of cora Hickey once Writman, father of Katle Mary, Willie Hickey, son of John and Mary Hickey, brother of John, Barthelomew, James, Thomas and William, and brother of Mrs. Powers and the venerable Sister Robertine and Margarite Hickey, aged 28 years. Born Watterford, Ireland.

Funeral will take place on Sunday, September 7, at 2 p. m., from family residence, No. 1857 Coleman street, to St. Teresa's Church thence to Calvary Cemetery, Priends are kindly invited to attend.

Kanasa City papers please Copy.

Kansas City papers please copy.

HIGGINS-On Priday, September 5, 1882, at 16:28 o'clock a m. Mary V. Higgins (nee Hughes), beloved wife of Thomas J. Higgins, mother of James W. and George Higgins.

The funeral will take place Sunday, the 7th inst., at 1:29 o'clock p. m., from family residence, No. HIT Tower Grove avenue, to St. Cronin's Church, thems to Calvary Cemeters. nin's Church, thence to Calvary Cemetery, Friends are invited to attend.

KIRCHNER—On Friday, September E. 1902, at \$130 o'clock a. m., Emil Kirchner, beloved brother of Christine Brandschwede ince Kirchner) and Rose Tunker (new Kirchner), at the age of 25 years 8 months and 16 days. Fubral from residence, No. 2722 Tholonan avenue, on Sunday, September 7, at 2 o'clock p. m. Friends invited to attend.

NEWMAN-Entered into rest on Thursday. September 4, 1802, at 11:45 p. m., Ann Newman, beloved wife of Ericard Newman and mother of John, William. Thomas and Edward Newman.

Funeral will take place from late residence, No. 2711 Lucas avenue, on Sunday, September 7, at 2 p. m. to St. Bridget's Church, thence to Calvary Cometery. Friends are respectfully in-Calvary Cemetery. Friends are respectfully in

RANSDELL, On Thursday, September 4 192 at H p. m., William H., son of C. Oliver and Agnes Ransdell, aged 5 years 115 months. Fureral from residence, 680548 Hell avenue, Enturday, September 6th, 2 p. m.

VALIDITY OF SCHOOL BONDS UNDER THE CONSTITUTION UNDER THE CONSTITUTION.

OUR OPTICAL DEPARTMENT. Detailed Analysis of the Legal Standing of the State's Obligations in Bond Form.

> St. Louis, Sept. 5.—The Globe-Democrat, which the mercantile profession have ever August 28, says: "The Republicans amend-been distinguished. They were gradually d the State Constitution so that the School Fund was to be kept in Government bonds,

ion by adding bonds of this State as a mode of investment of the fund. If United States bonds would be an "irreducible credit," would not State bonds be so, likewise, and a good safe investment? Will the Globe-Democrat say it would be

in objectionable investment if the fund were represented now by uncanceled negotiable State bonds? The negotiable bonds bought with the educational bonds were canceled, and nonnegotiable bonds-termed certificates—were issued in their stead.

The editor says as to these certificates

"Taxpayers furnish every cent of interest on them, and must pay the principal."

If no certificates had been issued, and the funds were now in those State bonds, uncanceled, would not the taxpayers be paying interest on those bonds, and be continging to pay interest for many years to come, and finally have to pay the principal, nearly \$1,50,000. In addition to the now out-standing coupon bonds? Where, then, is the difference, practically

or essentially, to the fund or the taxpayers, except in the rate of interest, and that the certificates are unstealable and unusable for private speculative purposes by State offi-cers or clerks? Make a note of those last words; what has been done might happen

again.

The fallacy of all the objections to the pertificates has arisen from treating the matter as if between two individuals—one a trustee converting to his own use securi-ties belonging to another, and substituting herefor his individual acknowledgment of a debt; whereas, it is not a transaction between the State—that is the people—and a second party, but it is the State—the people—dealing with itself.

The State connot be sued; but, assuming that itself.

that it can, and judgment enforced as if be-tween two persons, the kind of suit would turn on the validity of the certificates. LAW OF THE CASE.

For the benefit of those not lawyers I will make an explanation. The law is divided into two branches; first, termed law. in a mirrow sense; second, law in a broad, liberal sense, termed equity. A court adin a initial sense, termed equity. A court againstering the first branch is termed a court of law; but when occupied with the second it is termed chancery, or a court of a statute was passed in 1766, styled 3d and a statute was passed in 1766 and either party may demand a jury. Chancery strips the transaction of all technicalities, looking broadly at all the facts and circumstances, and proceeds to do full justice between the parties. Equity suits the constitutional are tried without a jury, the constitutional provision being held not applicable to them. In a letter printed in The Republic July

26 I showed, ar to these certificates, that if the transaction had been between indi-viduals, or if the State could be sued and treated as an ordinary to the state of the st treated as an ordinary person, a court of equity, which always follows a trust fund when it can, no matter what shape it may take, would hold the State liable for the amount of those certificates and would enforce payment.

Our Circuit Courts sit both as courts of law and courts of equity, but the distinc-tions are preserved. As a chancellor, the Judge would not entertain jurisdiction, except on the theory that the certificates are invalid, and that the State could be treated as a trustee misapplying trust funds; but as a court of law, in an action on the cer-tificates, it would have to hold that the certificates are valid obligations of the State, and to do so would only look to see whether the State had acknowledged in-debtedness in a specific sum; all the other matters set forth in the certificates would be held to be entirely immaterial and sur-plusage so far as validity is concerned, and any differences respecting such allegations between the negotiable bonds and the cer-

tificates would cut no figure whatever.

In behalf of my fellow Republican legis-lators and self, who refuse to stultify our-selves, and in behalf of Republican editors, and "Old Politician" too, and especially of those Republican Legislators, for thirty years, who go back on their record and take the position they should either have been put in lunatic asylums or in the Penitentiary, I shall now prove that, even by the strict, straight-laced rules of law, aside from equity, the certificates are really bonds, though called by another name. Supposing it to be possible to sue the State and collect judgment, an action at law on the certificates could not be maintained unless the certificates are valid as bonds, for a court of law can not follow a trust fund. The objections to the certificates are

Worthless, because not negotiable. Not in form and do not express a promise to pay, and so are not bonds.
 No constitutional power to create

three:

The St. Louis Star, when pinned down, admits in the issue August 6, that an instrument may be a bond though not nego-tiable. The first objection is too silly for

IS THE FORM GOOD IN LAW? The second objection strikes at both the form and substance—what is expressed and what omitted. What are bonds and what

their essentials? Neither the Constitution nor the laws prescribe any form for the State bonds. Certificates are not mentioned in the Consti-

tution. The great body of the law is unwrittennot embraced in any act of Parliament, or of Congress, or the Legislature, nor in the constitutions, and is termed the common law. It is entirely by this common law that validity of the certificates is to be de-

termined. A very interesting branch of the law that of commercial paper. Instruments, whereby one person is held to pay a specific sum of money to another, fall under two general heads, bills of exchange and promissory notes, the first includes the va-rious kinds of orders, the second all instruments containing a promise. 2 Kent Com-4. Bills of exchange are of two kinds-foreign, originally styled outland, drawn in one country on a person in another, and in-land, where both drawer and drawee are in the same country; the States of this country are considered as foreign to each

It has always been a principle of the common law that a chose in action, that is a right to sue, or receive a debt or damages, cannot be transferred-termed assigned; the only exception was bills of ex-change, which came into use as a cheap and convenient means of transferring credits and avoiding the expense and risk of shipping money. When they first originated is veiled in obscurity. There are traces of them in the Twelfth Century, and gradually they came into frequent use in England though the earliest instance of record is found in the case of Martin vs. Boure. Croke Jac. 6 in 1803. The declaration (our retition) sets up, in Latin, "quaedam an-tiqua consuetudo inter mercatores et alias personas apud Londonem"—a certain an-cient custom between merchants and other persons at London. To make bills ef-fective, the necessities of trade and com-merce caused the merchants and traders to merce caused the include which grew into cus-establish certain rules which grew into cus-toms and usages. No written record of these has survived, if any existed, but they were handed down by tradition, until they became embodied in the reported decisions of the courts, and declared to be part of the common law. These rules are styled the common law. These rules are styled the law merchant. They originated with the Jews, who, when expelled from France, retired to Lombardy, thence to England, whither they transferred their sealth by means of bills of exchange to avoid con-

augmented and refined, and the use of cor mercial paper became so extensive among all classes that the courts were inevitably an irreducible credit. The Democrats now ask voters to approve the School Fund as Lord Campbell, in Branda vs. Barnett, 12 an irreducible debt."

The editor omitted to state that, in 1872, Republicans below to amend the Constitutions by adding both and the Constitution of the C tained and established, it becomes a part of the law merchant, which courts of justice are bound to know and recognize." A broad and liberal interpretation of these broad and liberal Interpretation of these rules has always prevaited in accordance with the feeling and sentiment in which they originate. Thus, Justice Builer, in Master vs. Miller, § T. Rep., ID anno 17st, well characterized them to be "a system of equity founded on the rules of equity and governed in all its parts by plain justice and good faith."

These rules are test of the common law.

These rules, as part of the common law, were adopted in Missouri in 1816. The language of the statute is: 'Shall be the rule of action and decision in this State, any law, custom or usage to the contrary notwithstanding." SUFFICIENT WORDS

When the courts began to take cognizance of the custom, "bills of exchange at first were extended only to merchants, strangers trading with English merchants, and after-ward to inland bills between merchants ward to Inland bills between merchants trading one with another here in England, and after that to all traders and dealers, and of late to all persons trading or not." Chief Justice Treby in Browich vs. Lovd. J. Lutwyche, 1582, anno 1696. For as Lord Chief Justice Holt said in Carter 188. Palmer, 12 Mod., 380, anno 1700, "If a man who is no merchant will draw a bill of exchange, he is suable upon it according to change, he is suable upon it according to the custom of merchants, for he makes

himself a merchant pro tanto."

bimself a merchant pro tanto."

Different forms of orders and of promises to pay have from time to time come into use; they are distinguished by different use; they are to their contents being names, the rules as to their contents being varied. A promissory note is defined to be "a

written promise, by one person to another for the payment of money, at a specified time, absolutely and at all events." 3 Kent., Com. 74. The phrase embraces every kind of unconditional promise to pay.

When promise provides first came into use When promissory notes first came into use they were regarded by the merchants and lawyers generally as inland bills of exchange; they were pleaded as such and judgments obtained. But Lord Holt finally decided in Clerke vs. Martin, 2 Ld. Raym., 707, anno. 1702, that the custom was not statute was passed making all contracts as-

signable; this statute has been carelessly omitted, as also some other important laws, from the last three "Revised Statutes," but the omission does not amount to a repeal.

As we have no written law as to form. so "a bill or note is not confined to any set form of words" 2 Kent. Com., 75.
All the elements necessary to constitute a promissory note need not specifically ap-pear in writing—the only absolute essentials are an amount of money, and a name which need not be appended as a signature, but may be written where on the paper. Initials are sufficient, and some allegations or marks from which the law can imply the

Remember that the rules governing these instruments were not instituted by technical draughtsmen whose compensation was in the direct ratio of the multitude of words in the document, but by men who transacted business by short cuts, abhorring hairsplitting.

Take the following: "L.O. U. Sie," with - name signed; does the editor of the Star see any promise there? Yet there the promise is, as plainly discernible to the eye of the law merchant as though printed the biggest type ever cast. Courts say that form is a promiseary note, 3 Kent Com., 75, n. c. The three letters imply an indebted ness; the debt being thereby acknowledged. n. c. The three letters imply an indebtedness; the debt being thereby acknowledged, the law raises the promise to pay. But the editor will say "no time of payment is mentioned." The law says, "when no time is set, the note is due from date."

A statute of Missouri limited jurisdiction of Justices of the Peace to \$20, except on promissory notes to the amount of \$150. A suit was brought before a Justice on the following: "Due the sum of \$142, the amount of meat bills rendered." The Supreme Court said, "An acknowledgment of indebtedness, in a specified sum, for a valuable consideration, raises a promise to pay," and accordingly held the instrument to be a promissory note, and sustained the jurisdiction of the Justice Finney vs. Shirley, 7 Mo. 42; McGowen vs. West, id. 563.

The Globe-Democrat is constantly simming the certificates as being "mere due bills"; but, says the Supreme Courts of Missouri and other States-and a careful search reveals no decisions to the contrary—"a mere due bill is a promissory note.; For instance: "Due B. \$150; (signed) A," is a promissory note. Brady vs. Chandler, 21 Mo. 23.

The Star editor will not see any promise there, or time of payment.

Il Mo., 28.

The Star editor will not see any promise there, or time of payment, or mention of consideration. But they were plainty visible to the Supreme Court of Missourt, looking at the paper with the aid of the broad and liberal eye of the law merchant, which, like equity, disregards non-essential technicalities, and, considering merely the intent and purpose, impiles the omissions necessary to give the instrument full effect.

BONDS ALIKE IN LAW.

the holder, who claimed title on the ground of negotiability of the scrip. The action was prosecuted by Mr. Benjamin, ex-Senawas prosecuted by Mr. Benjamin, ex-Senator from Liusiania, ex-member of Jefferson
Davis's Cabinet and author of "The Law of
Sales," the standard work in England and
this country. He maintained that the scrip
could not be considered a bond, and he
said; "Bends are held to be negotiable because they are in substance and effect
promissory notes." But the scrip could not
be such, because there was no promise to
pay the money. The form was that of a receipt. The eminent Chief Justice Cockburn,
tellvering the opinion of the court, said;
"Mr. Benjamin's argument is that because
scrip does not correspond with any of the ect promise to pay moner, but only a nomise to give security for money, it is not a security to which by the law merhant the character of negotiability can track. This argument cannot present it is not been as the character of the sew that the aw metchant is fixed and stereotyped money and the or being extended on the view that the law metchant is fixed and stereotyped money and the complete of being extended. will. It is founded on the view that the law merchant is fixed and stereotyped and incapable of being expanded and enlarged. It is true that the law merchant is sometimes spoken of as a fixed body of law, forming part of the common law, and, as it were coveral with it. But as master of legal history, this view is altigether invorter. The law merchant, with reference to negotiable accurities, though forming part of the general body of the lex mercatoria, is of comparatively recent origin. It is meltiher more nor less than usages rathed by courts of law, with a view to the interests of trade and the public convenience." Accordingly, it was decided that the scriptook the place of the bonds called for, and the holder was entitled to the value thereof. This decision is worthy of careful perusal. It is probably the most able and learned exposition extant of the law on the subsection.

usal. It is probably the most able and earned exposition extant of the law on the The St. Louis Star copies a certificate and The St. Louis Star copies a certificate and tys it is not a bond because there is no comise to pay. That is a ridicalous libble on the expressed words. The State Missouri is indebted, "etc." In the sum payable twenty years after date, it, the promise is there not seen by the

writing would require a half sheet

TWO BONDS ALIKE.

TWO BONDS ALIKE.

Moreover, the editor says the certificates are not enforceable—no process of law to collect, no power competent to levy. These objections apply with equal force to the negotiable bonds also. Should the Legislature fail to make appropriation no power exists anywhere to compel payment, even of the negotiable bonds or interest thereon.

Fractically the forms of the negotiable bonds and those termed certificates are identical; the essential words are in the latter as well as in the datter as well as in the other. Moreover, no farticular form being absolutely dictated by the Constitution, the mere form will be distregarded. Courts look to substance, not to form, as all decisions emphatically say. The Legislature had undoubted authority to regulate the form and to change it at will.

present outstanding bonds are very different in form from those in existence in 1871 and Bear in mind that the State underliably is indebted to the School Fund; the certificates acknowledge and are evidences of the debt, and are promises to pay the same with interest. The negotiable bonds are and can do no more.

These so-called certificates are then underliably, promissory notes, and are of that species of notes classed as bonds.

in point of fact, the entire series of the

CONSTITUTIONAL SANCTION.

CONSTITUTIONAL SANCTION.

It remains to consider the third objection: Are the certificates valid as bonds within the meaning of that section of the Constitution authorizing investment of the fund in bonds of the State?

It is well to note a distinction in our complex form of government. The Federal Government is one not of soverign, but of delegated, enumerated powers. The Congress of the United States can legislate only as to such matters as are delegated to it by the Constitution; its powers are all merely conferred. But the States are sovereign, and State Legislatures have unlimited sovereign powers except where expressly restricted by the Federal or State Constitutions, or by the principles of civil liberty. The strict constructionists and extreme States' rights partisans limited the Federal Government to such powers as are expressly stated and decide existence of implied

Government to such powers as are expressly stated, and denied existence of implied powers as asserted by liberal constructionists. On the other hand, all parties have agreed upon giving a liberal interpretation to the powers of State legislatures, and therefore a strict construction to the limitations imposed by constitutions.

Where, therefore, the Constitution limits the Legislature to the investment of the school fund in United States or State bonds, but puts no restriction as to the particular kind of form of bond, the Legislature can make any kind of form it pleases for the investment.

The Supreme Court of this State has given some of the principles to guide in the construction of the Constitution. A few will be here quoted:

"Constitutions are instruments of a practical nature, to be construed with the help of common sense." How's that "common sense." For a starter for our friends of the Globe-Democrat and Star? "Resort should not be made to mere verbal criticism, subtle distinctions, abstract reasoning or nice dif-Globe-Democrat and Star? "Resort should not be made to mere verbal criticism, subtle distinctions, abstract reasoning or nice differences in the meaning of words." No act should be declared unconstitutional if it be fairly open to a construction which will harmonize it with the organic law. "The intent of a statute must govern, though to effect this a literal interpretation must be rejected." The strict letter of the act must yield to the manifest intent. "The general purpose is to be kept in view." The burden is upon him who alleges the act to be unconstitutional to prove it beyond a doubt." "In case of doubt every possible presumption is to be made in favor of the constitutionality of the act."

1 Mo. 147, 23 Mo. 80; 35 Mo. 287, 28 Mo. 287, 12 Mo. 181, 137 Mo. 187, 127 Mo. 187, 128 Mo. 281, 137 Mo. 187, 128 Mo. 281, 137 Mo. 187, 128 Mo. 281, 137 Mo. 1882 and 1885, the first by the Liberal Republican administration and the last by bill introduced by a Republican House.

The Constitution of 1855 contained no limitation as to increasing the State debt; therefore it is not necessary to discuss the certificates of 1872. The State was indebted to the school fund and could issue its "doe bill" or any other "pale gray jackniss" form of promissory note therefor.

The money had been used six years before by a Republican administration.

ALREADY RECOGNIZED.

BONDS ALIKE IN LAW.

So also are the State coupon bonds and the certificates promissory notes.

Bonds are termed "single" or "double"; single, to pay a certain sum at a specified day without condition; double has a condition attached, and may become void according to the condition. "The term is also used to denote debentures or certificates of indebtedness, issued by public and private corporations, governments and municipalities, as security for the repayment of money loaned to them." Black's Law Dictionary.

None of the instruments for the payment of money is cash or a cash asset. They are all merely evidences of debt. If they were destroyed, the debt would still subsist, and, on proper proceedings, judgment could be obtained.

Their value to the owner depends upon the degree of credit they inspire, whether nextiable or non-negotiable. "Single bonds are of recent origin. They are not creatures of the witten law, but entirely of custom or usage. They were unknown to the early common law. The Nineteenth Century was well advanced before they came into general use as negotiable for they came into general use as negotiable securities. At common law they were not creatures of the common law, the Nineteenth Century was well advanced before they came into general use as negotiable securities. At common law they were not creatures of the common law they were not creature of the common law they were not creature of the common law they were not creature of the own name. A strict rule of the common law that instruall merely evidences of debt. If they were destroyed, the debt would still subsist, and on proper proceedings, judgment could be obtained.

Their value to the owner depends upon the degree of credit they inspire, whether all the properties of the country of custom or usage. They were unknown to the early common law. The Nineteenth Century was well advanced before they came into general use as negotiate not even transferable, so that the holder could sue on them in his own name. A strict rule of the common law that instruments under seal are specialties and for ingoinable was at first applied so as to hold such bonds. On the fifteent rule now prevails, and the law merchant governs them. "Seal does not affect bonds of corporations or States. There is no reason why same principle should not be extended as to individuals." I Dan. Negotiable Instr. Sec. In Mercer County vs. Harket, I wall, E. U. S. Supreme Court, 1852, the opinion saxs: "This species of bond is a modern invention. * Being issued by States and corporations, they are necessarily under the commercial world is one of the most value able characteristics of the common law."

The commen law, although they may have an extended as to individuals. I could be considered to be generally the best construction of an act is that which it receives soon after its ensurance of the common law."

This species of bond is a modern invention. * Being issued by States and corporations, they are measured to the commen law."

This species of bond is a modern invention of the Legislative interpretation of stuttory Construction by legislative and usage of trade and commercial world is one of the most valuable characteristics of the common law."

Such bond is said to be "a primary oblitication of the common law."

Such bond is said to be "a primary oblitication of the common law."

Such bond is said to be "a primary oblitication of the common law."

Such bond is said to be "a primary oblitication of the common law."

Judge Grier, in the decision law for the common law. "The com

SKIN DISEASES

COPT OF A LETTER.

St. Louis, Mo., Sept. 15, 1941. Henry Hell Chemical Co., City: Gents-I have



Sunday Excursions \$1.25 SPRINGFIELD, ILL.,

SUNDAY, SEPT. 7th. CHICAGO & ALTON RY

stitution makers of 1875 had forgotten the existence of the 1872 certificates, and had in view salely the then existing form of coupon bonds, yet all these certificates must be held to be bonds just as much so as if the very form used had been ordained by the Constitution. Every action and non-action unmistakably constitute a ration-From every point of view the validity of

the certificates must be sustained.

JOSEPH T. TATUM. NEW ST. JAMES HOTEL OPENED.

Pat Short Has Handsomely Reconstructed His Hostelry.

The final touches in the work of renovating and refurnishing the St. James Hotel were completed yesterday, and the house was formally opened under the name of the The occasion was cele-ort, proprietor of the hos-ption and luncheon.



PAT SHORT, Proprietor of the new St. James Hotel. and painted. Great taste was displayed in and painted. Great taste was displayed in selecting colors of the paper, painting and carrets.

The sleeping apartments on this floor are the handsomest in the house, and several of them, which have bath rooms attached, are equal to any to be found in St. Louis. The parlors are handsomely appointed, and have been fitted up with new furniture and carpets. Complete sets of new furniture have been installed in all the sleeping rooms, and all the floors are newly carpeted.

One of the most marked improvements in

One of the most marked improvements in the hotel was accomplished in the dining-room and cousine. This department is now a model. Entire new paraphernalla, of the most modern type, has been installed in the The dining-room, in which funcheon was

Ritchen.

The dining-room, in which luncheon was served, is complete and in splendid taste in every detail. All the plate and service is new, as is the linen and furniture. The equipment includes a handsome silver service. The hotel accommodates guests both on the American and Eurorean plan. The dining-room is divided into two sections by artistic hangings. One section is for guests on the American plan, and meals a la carte are served in the other section.

After inspecting the hotel Mr. Short and his guests went into the dining-room, where a delightful luncheon was served. Major Joseph L. Griswold proprietor of the Laciede Hotel, was asked to act as toastmaster and call on the guests for speeches. All the remarks were congratulatory to Mr. Short' pon his marked success in reconstructing the hotel. It was said that he has done a good thing for St. Louis by adding to its hotel accommodations. Among those who restounded were George J. Tansey, president of the Merchants' Exchange; Charles E. Ware, secretary of the Manufacturers' Association; Martin Shaugnessy of the Lindell Hotel, George S. Johns of the Post-Dispatch, C. C. McCarthy of the Hilmols Central, and Major Griswold.

CANAL SCHEME IS REVIVED. Missouri and Meramec Promoters Again Before County Court.

After lying dormant for several months the proposition to build a canal in St. Louis County for power purposes has been revived. James R. Waddill and Berkeley E.

vived James E. Waddill and Berkeley E. Johnson, the promoters of the Missouri and Meramec Water Company, were before the County Court in Clarion yesterday and urged that action be taken on their application for a franchise.

After hearing arguments the court laid the matter over until next Friday.

The scheme of the company is to tap the Missouri River at Centaur and run in a northeasierly direction to Creve Court and then southwesterly to the Meramec River,

POLITICAL.

APPOINTMENTS FOR DEMOCRATIC

SPEAKERS.

The following appointments for political The following appointments to auspices of the Democratic State Central Committee of Missouri. Local Democratic committees and officers are expected to make all processary preparations for the reception

Hadia Monday Sept. 22. No a. in Leinaun Monday Sept. 22. Lis p. m. Marchield, Toesday, Sept. 23. Lis in Aurora, Tuesday, Sept. 23. Lis in Sociala, Weinesday, Sept. 24. Lis in HONORARLE, DAVID OVERMYER, Lorde, Tuesday, Sept. 24. Lis p. in HONORARLE, DAVID OVERMYER, In Tuesday, Sept. 9, 123 p. m. HONORABLE F. M. COCKRELL. ichtweille, Franz-iechweille, Franz-iecon, Saturday, Sept. 23, 7 p. m. iroakheld, Monday, Sept. 23, 7 p. m. Hint. Tuesday, Sept. 23, 7 p. m. Pallicothe, Weinnesday, Sept. 24, 1 p. m. Brauswick, Thursday, Sept. 25, 1 p. m. Saturday, Sept. 27, 1 p. m. Saturday, Sept. 27, 1 p. m.

Archent Towards, Sept. 2, 120 p. m.
Middle own, Wednesday, Sept. 11, 120 p. m.
Middle own, Wednesday, Sept. 11, 120 p. m.
Jonesburg, Thursday, Sept. 11, 120 p. m.
Jonesburg, Thursday, Sept. 11, 120 p. m.
Jonesburg, Thursday, Sept. 11, 120 p. m.
Oliney, Friday, Sept. 12, 120 p. m.
Oliney, Friday, Sept. 12, 120 p. m.
Louiseille, Friday, Sept. 12, 120 p. m.
New Hartford, Saturday, Sept. 13, 120 p. m.
Centre, Thursday, Sept. 18, 120 p. m.
Centre, Thursday, Sept. 18, 120 p. m.
New Loudon, Thursday, Sept. 18, 120 p. m.
New Loudon, Thursday, Sept. 19, 120 p. m.
Madisschwile, Friday, Sept. 19, 120 p. m.
Louiseille, Charles, Sept. 19, 120 p. m.
Louiseille, Charles, Sept. 19, 120 p. m.
Louiseille, Saturday, Sept. 23, 120 p. m.
Louiseille, Wednesday, Sept. 24, 120 p. m.
Salem, Towalay, Sept. 24, 120 p. m.
Salem, Towalay, Sept. 24, 120 p. m.
Salem, Towalay, Sept. 24, 120 p. m.
Sullivan, Friday, Sept. 25, 120 p. m.
Sullivan, Friday, Sept. 25, 120 p. m.
Sullivan, Friday, Sept. 27, 120 p. m.
Sullivan, Friday, Sept. 28, 120 p. m.
Sullivan, Saturday, Sept. 28, 120 p. m.
Loplin, Tuesday, Sept. 18, 1 p. m.
Loplin, Tuesday, Sept. 18, 1 p. m.
Landonia, Friday, Sept. 18, 1 p. m.
Fulton, Friday, Sept. 19, 1 p. m.
HONORABLE W. S. COWHERD,
Rola, Monday, September 8, 1 p. m.
HONORABLE W. S. COWHERD,
Rola, Monday, September 1, 1 p. m.
Charleston, Monday, September 1, 1 p. m.
Charleston, Monday, September 18, 1 p. m.
Parmington, Thursday, September 18, 1 p. m.
Farmington, Thursday, September 18, 1 p. m.

armington, Thursday, September 18, 1 p.
outhe Terre, Thursday, September 18, 1 p.
e Soto, Friday, September 19, 1 p. m.
HONORABLE W. D. VANDINER,
brkson, Saturday, Sept. 6, 1 p. m.
other, Monday, Sept. 8, 1 p. m.
lathle Hill, Tuesday, Sept. 9, p. m.
lostnifeld, Wednesday, Sept. 1, 1 p. m.
ew Majrid Tuesday, Sept. 18, 1 p. m.
ew Majrid Tuesday, Sept. 18, 1 p. m.

Madrid Tuesday, Sent. IS. I. D. IS. HONORABLE JAMES A. REED.

Armstrong, Friday, Sept. 26, 1 p. m.
Marshall, Saturday, Sept. 27, 1 p. m.
Slater, Saturday, Sept. 27, 1 p. m.
Slater, Saturday, Sept. 27, 2 p. m.
HONOIRABLE JAMES T. LLOTD.
College Mound, Friday, Sept. 5, 1 p. m.
Geliatin, Monday, September 8, 1 p. m.
Geliatin, Monday, September 8, 1 p. m.
Generon, Monday, September 12, 1 p. m.
Trenton, Tuesday, September 2, 7,29 p. m.
Frincaton, Wednesday, September 19, 1 p. m.
Mound City, Friday, September 11, 1 p. m.
Mound City, Friday, September 12, 1 p. m.
Curryville, Thursday, Sept. 13, 1 p. m.
Wandalla, Thursday, Sept. 13, 1 p. m.
HONORABLE DAVID A DeARMOND.
Warrensburg, Thursday, Sept. 11, 1,39 p. m.
Garden City, Friday, Sept. 11, 1,39 p. m.
Mexico, Monday, Sept. 13, 1 p. m.
Sturgeon, Monday, Sept. 13, 1 p. m.
Paris, Tuesday, Sept. 13, 1 p. m.
Salisbury, Wednesday, Sept. 11, 1,29 p. m.
Higginsville, Thursday, Sept. 13, 1 p. m.
Higginsville, Wednesday, Sept. 13, 1 p. m.
Lathron, Friday, Sept. 10, 1 p. m.
Lathron, Friday, Sept. 10, 1 p. m.
Lathron, Friday, Sept. 13, 1 p. m.
Lathron City, Tuesday, Sept. 21, 2 p. m.
Lowny City, Wednesday, Sept. 21, 2 p. m.
Lowny City, Wednesday, Sept. 21, 2 p. m.
Lowny City, Wednesday, Sept. 21, 2 p. m.
Concord, Thursday, Sept. 27, 2 p. m.
Colling, Friday, Sept. 27, 1 p. m.
Roscoe, Friday, Sept. 27, 1 p. m.
Taberville, Saturday, Sept. 27, 1 p. m.
Therm, Saturday, Sept. 27, 1 p. m.
Colling, Friday, Sept. 27, 1 p. m.
Colling, Colling,

Filey. Thursday. Oct. 2. 2 p. m.
Filey. Thursday. Oct. 2. 2 p. m.
Fildorale Serines Thursday. Oct. 2. 20 p. m.
HONOBABLE. C. W. HAMLIN.
Alten. Menday. September 8. 1 p. m.
Thayer. Menday. September 8. 1 p. m.
Eminetics. Teteslay. Sept. 8. 1 p. m.
Mountain Grove. Wednesday. September 10. 1 p. m.
m.

p. m. Houston, Thursday, September II, I p. m. Hartville, Friday, September II, I p. m. Mansfield, Friday, September II, I p. m. HONORABLE T. H. McGREGOR, Hermitage, Saturday, September II, I p. m. WILL, A ROTHWELL, Chairman, T. F. Mitchum, Secretary.

STEAMSHIPS.



ommon.weith. September 10: Merion (new).
tember 11: New England, September 24: Comnewaith Cettober 8: Baloon, 355 and 360 upnd, according to steamer; second saloon, 480:
d class at low rates.
Baston-MEDITESPANEAN-Service.
Ukrattar, Naples, Genoa, Vancouver, Septemterattar, Naples, Genoa, Vancouver, Septem-Gibrattar, Nables, Genoa: Vancouver, September 6. October it. November 29. Cambroman, September 7. November 29. Cambroman, September 7. November 3. December 3. Saloon rates 175 upward: second saloon, 50. For steamer plans, etc., address Dominion Line Beston, or J. F. Brady & Co., 1612 Pine st., St. Louis, Mo.

LADIES! \$500 REWARD

to pay a handsome dividend to the promo-ters. The canal will cost \$5,000,000.

When the application was first filed in the County Court about 100 farmers, own-ing property fronting the Meramec, ap-peared to protest, maintaining that the vol-ume of water would be sufficient to cause the Meramec to overflow and flood their lands.

Illinois Militia Orders.

REPUBLIC SPECIAL Springfield. III., Sept. 5.—Honorable discharges from the military service of the State were granted the following-named men of the First Illinois Cavalry: Private H. P. Harrell of Troop A, Privates Ralph Brader, Perry W. Troxell, Harry C. Suell and Wallace A. Ritter of Troop B, and Private Albert B. Fuhr of Troop H.

Cure for Asthma and Hay Fever

The statements published below confirm the claim of Dr. Schiffmann that his remedy is an absolute cure for Asthma and Hay Fever.

Mrs. Mary Zachery, Pleasant Hill, La., says: "I have found your Asthma Cure a permanent cure for Asthma, for which I used it? years ago. I have never had the slightest return of the trouble since. I have also found your remedy excellent in Bronchial affections."

A Hay Fever sufferer writes: "I have had Hay Fever for 14 years. I bought a

had Hay Fever sufferer writes: "I have had Hay Fever for 14 years. I bought a package of your remedy (Schiffmann's Asthma Cure), of our druggist and due to its use this is the first summer that I have not been troubled." Mrs. Frave Califogle, 627 Ridge avenue, Rosberg, Free-delishing

AUCTIONEERS.

A. A. SELKIRK & CO., AUCTION AND STORAGE.

Regular sale every Saturday at warehouse and

peral offices, 183-15-12 Chouteau ave. Sales in idences a specialty. Phone Kinloch C 167.

WESTERN SALVAGE WRECKING AGENCY. Famuel Gane, Manager, 714 and 716 Washing on ave. Auction seles of salvage merchandise Watch for special notices.

A A SELKIRK Auctioneer

1808-10-12 CHOUTEAU AVE. SATURDAY SALE.

This day at 19:30 o'clock, at our warehouse, we will sell a large and varied collection of prime FURNITURE, CARPETS, STOVES, ETC-A. A. SELKIRK & Co., Auctioneers.

AMUSEMENTS.

SUN- OLYMPIC.

THE SULTAN of SULU NIGHT SEATS NOW ON SALE.

CENTURY > TO-SIGHT at 8:15. MR. J. H. STODDART in "The Bonnie Brier Bush." REGULAR MATINEE SATURDAY.

IMPERIAL 15c, 25c, 35c, 50c. THOROUGHBRED Daily TRAMP.

CRAND GODAY.

ZIG ZAG ALLEY.

STANDARD The Home of Folly Two Frolies Buily Majestic Burlesquers.

on Royle and Selena Petter Royle. James J. Merton.
Will H. Murphy and
Blanche Nichols.
Zeima Pawiston.
DeRea & Watson.
Conroy & Pearl.

Musical Dumonds.
Arthur Demitig.
Arthur

Suburban

Clayton White, Marie Smart & Co., Three Mortons, Heaux and Bells, Mr. and Mrs. Mark Murphy, Lynn Welcher.
Two Shows Daily, Rain or Shine. Matines at 2.36; Nights at 8.36.

FOREST HIGHLANDS! "COME AND LOOP THE LOOP." Admission to grounds free. Pavilion, lie and Mr. Reserved Seats, Mr.

BEAUTIFUL DELMAR. "A RUNAWAY GIRL " Nights, Sale Mat., 278. By Arrangement With Daly Estate.
Scenic Railway, Old Mill Wheel, Steeplechase,
Midway, Restaurant in Cottage. Reserved Seate
C. & A. R. P. Office.
Sunday, Sept. 1, Farewell Week, "The Roundera." The Summer Home of Polite Vaudeville.

EVERY ACT A FEATURE

Matinees Sunday, Wednesday, Saturday, Take THROUGH South Broadway Cars. AMERICAN LEAGUE. Grand and Sullivan Aves.

BASEBALL TO-DAY.

BROWNS vs. BOSTON

SIX HIGH-CLASS RACES

DELMAR RACE TRACK,

Commencing at 2:30 P. M.



FRISCO EXCURSION Sunday, Sept. 7,

To Meramee and Gasconade River fishing results.

Moselle. St. Clair. Stanton. Sullivan. Bourbon,
Leasburg. Cubn. Steelville. Bouz. Cooks. Salem.
St. James. Rolls. Arlington. Newburg and Jecome. ROUND TRIP RATES, 75c to \$1.50.

Grove.
TICKETS-Eighth and Olive streets, Tower Grove and Union Station. TICKETS-Eighth and Gilve streets. Tower Grove and Union Station.

OFFICE of Jury Commissioner, Courthouse, St. Louis, Mo., *** September 1, 1993.—The jury list for the ensuing year has been made out, and is now open for impection. Any person claiming legal exemption from jury duty must produce competent proof thereof to the undersigned within twenty days from date. *No person whose name shall nave been placed upon and register of jurous, and who shall nested within the perfoling by said notice to claim the perfol prescribed by said notice to claim exemption from jury duty, shall be entitled to claim the benefits of such exemption whom summoned as a juror. *For the purpose of determining such claims I will be in this office daily between 3 and 12 o'clock in the foremoon and 1 and 6 o'clock in the afternoon.

GEORGE P. WEINBRENNER.

Jury Commissioner.

Do You Ever

stop to consider the present efficiency of the TELEGRAPH SERVICE compared with what it was before the 'POSTAL' entered the field?